

**AzDHS**

Coconino County Criminal Justice  
Coordinating Council

Response to State of Arizona,  
Department of Health Services  
Notice of Request For Information  
Request #: HF332025

## Response to Notice of Request for Information



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## **Introduction**

The Coconino County Criminal Justice Coordinating Council (CJCC) is a county wide collaboration between county, municipal and state criminal justice agencies and departments, treatment providers, administrative departments and concerned citizens to address issues and needs arising within the criminal justice system in Coconino County. Specifically, the purpose of the CJCC is to study the juvenile and criminal justice systems in Coconino County, identify areas for improvement, and formulate policy, plans and programs for change.

Members of the Coconino County criminal justice system, like most jurisdictions across the nation, have struggled to manage the influx of mentally ill offenders that has occurred during the past three decades. Numerous factors contributed to this influx including deinstitutionalization policies, federal and state funding cuts, changes in involuntary commitment laws, as well as the need to maintain public order in the absence of sufficient behavioral health resources in the community. National studies on individuals involved with the criminal justice system indicate that 15% of criminal justice involved males and 30% of females have a serious mental illness. Local experience in Coconino County suggests these numbers may underrepresent the scope of the problem of the mentally ill in the criminal justice system. In many ways, the current situation facing the criminal justice system for Coconino County has reached a near-crisis level that demands immediate changes in the delivery of behavioral health services in the region.

It is well known that numerous CJCC members have been frustrated by both the scope of services available in the region as well as the efficacy of services provided. Senior members of the CJCC have noted that complaints regarding the regional behavioral health authority (RBHA) serving Northern Arizona are not new and, in fact, have been raised by the members' respective organizations for a number of years.

Though there are numerous substantive revisions to the structure of regional service delivery that may be appropriate, the CJCC has noted that the problems in our area have been exacerbated by the lack of objective accountability of the RBHA to local government stakeholders. From the lack of specificity of RBHA duties in the contract to the de-facto self-policing evaluation process that excludes stakeholder input, the CJCC has concluded that the primary revision needed in RBHA service provision centers on making the RBHA accountable to local government stakeholders. It is for this reason that the CJCC has elected to respond to this Notice of Request for Information (RFI) and will specifically answer RFI questions 5.12 and 5.13. The issues of accountability, engagement, and evaluation are, in the opinion of the CJCC, intrinsically related so this response will address both questions collectively.

## 5.12

*What is the most effective way to engage the community and stakeholders in Greater Arizona, and how should a RBHA be held accountable to those parties?*

## 5.13

*How should stakeholders such as courts, detention centers, school systems and colleges be engaged as an evaluator of RBHA performance?*

RBHA engagement with stakeholders is directly correlated to the accountability of a RBHA to local government. It is insufficient to simply mandate cooperation and collaboration between the RBHA and stakeholders as has been the case with the existing contractual model utilized by the state. Previous experience in Northern Arizona has demonstrated that simple contractual provisions mandating a RBHA appoint justice system liaisons and enter into collaborative agreements with local governments is insufficient to foster a true collaborative and accountable partnership. Indeed, the experience in Coconino County has been that in spite of the existing contractual provisions, relationships with the RBHA have historically ranged from poor to, at times, openly adversarial.

### **Local Knowledge and the RBHA Evaluation Process**

Under the current contractual structure the RBHA is accountable primarily to the Arizona Department of Health Services (ADHS). While ADHS is the primary overseeing agency, the exclusion of any local control has led to subpar results because those in the best position to critically evaluate local service delivery issues have had no input in the evaluation of the RBHA. The result of this exclusion of local knowledge in the evaluation process has led to a situation in which ADHS relies almost exclusively on the RBHA to self-report any performance deficiencies. While such a self-policing model may be functional for obvious and unquestioned deficiencies, such a system breaks down when there is subjective interpretation of the RBHA duties.

A concrete example of such a situation can be seen in the provision of “Mobile Crisis Services” in Northern Arizona. The RBHA is currently required to provide “mobile crisis services” in Northern Arizona (Provider Policy Manual 3.25.7-A). CJCC representatives contacted criminal justice stakeholders in all of the counties in the Northern Arizona service area to determine the existence of mobile crisis services in their counties. No agency contacted was able to identify the existence of such services in their county despite the existence of a contractual duty to provide these services. Investigating the issue further, the cause of the disparity between claimed service availability and the reality became clear. “Mobile Crisis Services”, as defined in the ADHS approved policy manual, defines these services in an overly broad and inclusive fashion (see, *e.g.* Provider Policy Manual Section 11.0). In essence, the RBHA is required to deliver *some sort of service*, but no particularities exist as to scope and quantity of such service.

The import of such contractual non-specificity has been apparent to local governments and stakeholders for some time as evidenced by the shared belief that “mobile crisis services” do not exist in

the Northern Arizona service region. Yet despite this, the RBHA has consistently reported compliance with this contractual requirement to ADHS and has reported spending in excess of \$900,000 on these services in the region during the 2012 fiscal year. Because of the non-specificity of the contract provisions, the RBHA has delivered very limited services it characterizes as “mobile crisis services” (*e.g.* detention center evaluations and limited emergency room evaluations) and has been able to report technical compliance.

While the letter of the contract may have been met, it has been abundantly apparent to those with local knowledge that these services do not meet the spirit and intent of the contract. They are not, in the opinion of the CJCC, what anyone would truly classify as a comprehensive form of mobile crisis services. ADHS, having little ongoing and formal access to those with local knowledge during the evaluation process, has seemingly failed to identify this service delivery deficiency and the RBHA has no incentive to self-report such subjective disagreements concerning service provision.

### **Local Knowledge and the RBHA Procurement Process**

A related matter concerns the procurement process by which ADHS awards the RBHA contract. Under the previous system, the award of the RBHA contract takes place in such a way that local ~~government~~ stakeholder knowledge is divorced from the procurement process. While the move towards soliciting input via a Request for Information is a positive development, it is the opinion of the CJCC Executive Committee that more local government involvement on a formal level will serve to encourage accountability of the RBHA to local stakeholders as well as responsiveness to needs regarding service delivery in the region.

Though the analogy of a business meeting consumer demand is an imperfect one in the context of the RBHA model, the fact remains that local governments are in many ways a major “customer” of RBHA services. Through inclusion of these customers in the procurement decision making process the RBHA will become incentivized to satisfy consumer needs in a way that currently does not occur. At its most basic level, bidders on RBHA contracts currently need only “sell” their services to ADHS which lacks the historical local knowledge that could better inform the decision to “buy” services from one provider over another. The addition of the local knowledge component will permit better informed decision making and a smoother functioning marketplace.

Admittedly, the process by which RBHA contracts are awarded are constrained somewhat by state procurement rules and procedures. That said, ADHS has a fair amount of flexibility in the mechanisms by which bids are scored and weighted. By creating a component of the scoring/weighting process that includes local government bid evaluations ADHS will better incentivize customer satisfaction as well as true collaborative partnerships between the RBHA and local stakeholders.

### **Contract Design and Enforcement**

As stated above, the CJCC has identified contractual non-specificity as a major obstacle to optimal service delivery in the region as well as general accountability of the RBHA to stakeholders. Of course, to a certain extent some generalities in the description of duties is necessary in the RBHA

contract. However, under previous contracts the RBHA duties were described in such a vague fashion as to undermine the ability of ADHS to enforce the contract if a dispute concerning those duties were to ever arise. A contracted provider engaging in compliance audits will be well aware of this fact and will, as experience has shown, engage in utilization management practices with this in mind. This in turn leads to service deficiencies which by their very nature undermine the trust and collaborative partnerships that ADHS seeks to build between the RBHA and stakeholders.

The simplest remedy for this problem is to establish more specific duties in the contract. In addition, establishing objective performance measurements that are tied to these duties removes any subjective element that could undermine the ability to fairly evaluate RBHA performance. The combination of increased specificity of duties as well as objective performance measurements is a hallmark of a well-designed contract and will, in all likelihood, resolve many of the longstanding issues CJCC members have faced in past dealings with the RBHA.

A related issue the CJCC has identified regarding past RBHA contracts concerns the remedies available to ADHS in enforcing the contract in the event of RBHA noncompliance. Under the current contract design ADHS' *primary* remedies are (1) contract cancelation, (2) ADHS may take over and operate the RBHA, and (3) ADHS may withhold funds. All three of these enforcement options, however, are what might best be characterized as “nuclear options”—that is, they are likely to only be used in the event of a major breach of contract and would likely have tremendous practical and political fallout. This discourages the enforcement of the contract in the event of breaches that are not sufficient to warrant such extreme measures.

In order to encourage accountability of the RBHA, the CJCC is of the opinion that future RBHA contracts should include intermediate sanctions that are not discretionary in nature that are triggered by RBHA performance failures as evidenced by the objective performance measurements recommended above. By removing the *all-or-nothing* element of current remedies it increases the likelihood, perhaps guarantees, the enforcement of the contract in such a way that incentivizes satisfactory RBHA performance.

## **Conclusion**

In summary, it is the conclusion of the CJCC that major revisions to the existing RBHA contract model are necessary in the areas of procurement, evaluation, and enforcement. These recommendations are:

- Include local government stakeholders as part of the evaluation team that inspects and evaluates the RBHA during the contract term.
- During the procurement stage, bring local government stakeholders into the bid evaluation process and allocate a certain point total of the overall bid review to those representatives.
- In drafting the final RBHA contract, create more specificity with regards to RBHA duties to deliver services.

- In drafting the final RBHA contract, build in specific, measurable performance standards to objectively evaluate components of the RBHA service delivery, including, but not limited to, stakeholder satisfaction surveys.)
- Create intermediate, non-discretionary sanctions for unsatisfactory RBHA performance.

By implementing these measures ADHS will foster a true collaborative partnership between the RBHA and local stakeholders rather than the strained relationships that have existed in the past. By taking advantage of local knowledge and introducing a small element of stakeholder involvement the consumers of RBHA services including citizens as well as local stakeholders will see an immediate improvement in RBHA responsiveness, service delivery, and public safety. In addition, the state of Arizona will see more efficient utilization of taxpayer resources than will occur in the absence of this accountability.